SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS/CONTRACTORS

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS/CONTRACTORS

L.1 Instructions, Conditions, and Notices to Bidders/Contractors

L.1.1

Proposals sent in response to this FDF Request for Proposal (RFP) shall be prepared in accordance with the information provided below. Specific responses to FDF requirements are necessary to enable FDF to evaluate the contractor's understanding of, and capability to accomplish, the objectives stated in Section C.1. Throughout its proposal, the contractor shall provide sufficient detail to clearly substantiate the validity of all stated claims, comments, or positions. All proposed concepts must be technically feasible and achievable within the allotted limitations, and all performance, labor, and schedule requirements must be realistic. The contractor's response shall correspond to the requirements of this RFP, unless otherwise specified in writing by FDF.

L.1.2 Type of Contract

FDF anticipates award of one Firm Fixed Price/Firm Fixed Unit Price Services Contract to result from this solicitation.

L.1.3 Acceptable Treatment Technologies

The contractor shall submit a proposal based upon one of the following acceptable stabilization/solidification technologies:

- **<u>Chemical Stabilization/Solidification</u>**
  This type of stabilization process is the most widely commercially-used method for stabilization of low-level radioactive and mixed waste. The process involves mixing the waste with a variety of inorganic chemical additive formulations such as cement, lime, pozzolans, gypsum, or silicates, to accomplish chemical and physical binding of the constituents of concern. Reducing agents may also be used to assist the chemical binding of constituents.

  These processes provide reduction in contaminant mobility by chemically stabilizing contaminants into a non-leachable form, as well as physically binding the chemically stabilized contaminants in a solid matrix. It is a non-thermal process with relatively simple facility and equipment requirements.

- **Polymer-based Micro Encapsulation**

  Polymer-based micro encapsulation is a thermal process which physically binds the constituents of concern in a polymer-based matrix. Two acceptable forms of this treatment process exist. The first form mixes polyethylene with the dry waste using a typical commercial extruder. The molten mixture is poured into the disposal container where solidification occurs as the mixture cools. The second form uses a cement, sulfur, and polymer matrix to bind contaminants. This form also solidifies as it cools.

L.1.4 Procurement Approach

The potential contractors shall prepare and submit a Technical Proposal in accordance with the requirements of Section L. Engineering and treatability studies referenced in Attachment J.4, data generated during the previously completed OU4 Remedial Investigation (RI) and post-Record of Decision (ROD) Treatability Studies on the Silo 3 material, Attachment J.2, experience, and knowledge of the proposed process shall be used by the contractors to develop an accurate Technical Proposal (Section L.9.2.2). The Technical Proposal shall be based upon an adequate, integrated engineering design of the systems and conditions required to complete the scope of work, which includes waste retrieval and treatment systems, material handling requirements, process operating conditions, formulations of waste and chemical additives, and control of Radon-222 (Rn-222) and Thorium-230 (Th-230) (and other emissions) during the treatment process and during interim staging of the treated waste. Potential contractors who offer proposals for off-site treatment of Silo 3 material must also integrate the work scope for off-site treatment requirements.

FDF will evaluate responsive Technical Proposals in accordance with Sections M.3 and M.4. FDF will establish a technical competitive range of contractors offering on-site treatment proposals, and a separate technical competitive range of contractors offering off-site treatment proposals. These potential contractors will be required to perform bench-scale laboratory tests to confirm aspects of the Technical Proposal. The contractors shall be required, using actual Silo 3 material to be provided by FDF, to successfully demonstrate the application of their proposed treatment process (Section L.9.3.3). The contractors shall also confirm proposed waste loading and volume increases stated in their Technical Proposal. The contractors shall conduct this demonstration at their own expense.

The contractors in the technical competitive range shall make an oral presentation, if required by FDF, concerning the correction of deficiencies in their Technical Proposal, as

well as other information identified by FDF. The oral presentation, if required, may also include a discussion of the contractor's treatability test results. The contractors in the technical competitive range shall submit a Final Technical and Price Proposal (FT&PP), which addresses the specific requirements in Section L.9.3. FDF will select the contractor that provides the best value.

L.1.5 Proposals Not To Be Considered

Potential contractors shall not submit proposals that contain any costs associated with disposal of the treated Silo 3 waste, or any other discussion of waste disposal. If such costs or discussions are received as part of a proposal, FDF will not evaluate this information. Any portion of a proposal which discusses disposal of treated Silo 3 waste will be segregated and returned to the contractor.

L.2 Preparation of Proposal

L.2.1

This solicitation does not commit the United States Government and/or FDF to pay for any costs incurred in the preparation and submission of a proposal or for any other costs incurred prior to the execution of the contract. This solicitation shall not be construed in any manner to be an obligation on the part of the United States Government and/or FDF to enter into a contract or any other arrangement with the contractor.

L.2.2

Strict compliance with the requirements of the RFP is essential. This solicitation will form the basis of the proposal and will be incorporated into any resulting contract. See paragraph L.9 for other required documentation.

L.2.3

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the contractor's lack of cost consciousness.

L.2.4

Price Proposals shall be firm for a period of not less than 240 calendar days from the date of receipt by FDF. Price Proposals offering less than 240 calendar days may be rejected.

L.3 Proposal Submittal

L.3.1

Proposal Due Date: Technical Proposals must be received at either address listed below on or before July 2, 1998, 2:00 p.m., Cincinnati local time. Offers, and any modification thereof, shall be submitted in sealed envelopes or packages. The original proposal must be signed by a representative of the contractor authorized to legally bind the company. Envelopes or packages containing proposals shall be marked "PROCUREMENT SENSITIVE" with the solicitation number, date, and hour specified for receipt of offers, and the name of the contractor on the outer cover in the lower right hand corner. The due date and time for submittal of FT&PPs will be established after evaluation of Technical Proposals.

L.3.2

Proposals delivered via regular mail, overnight delivery service, or hand carried should be addressed as follows:

VIA FEDERAL EXPRESS OR EQUIVALENT

Fluor Daniel Fernald
Attn: Don Castle (RFP Number F98P132339)
Trailer 81, Cubicle #47, Mail Stop 52-3
7400 Willey Road
Hamilton, Ohio 45013-9402
Phone: (513) 648-4405

VIA U.S. POSTAL SERVICE

Fluor Daniel Fernald
Attn: Don Castle (RFP Number F98P132339)
Mail Stop 52-3
P.O. Box 538704
Cincinnati, Ohio 45253-8704

NOTE: Offerors hand carrying proposals to the above address must provide 24 hours advance telephone notice to arrange for delivery.

L.3.3

Proposals and/or modifications submitted via facsimile will not be accepted for this RFP.

L.3.4

There will be no public opening of the proposals. Written notice to unsuccessful offerors and contract award information will be promptly released as soon as possible after selection has been made and the consent of DOE has been received.

L.3.5

Proposals will not be returned (except for timely withdrawals).

L.4 Request For Proposal Questions

L.4.1

It is FDF's policy to maintain an equal opportunity for all qualified contractors. Therefore, all contacts with FDF relevant to this solicitation must be with the authorized FDF Contract Administrator. Unauthorized contacts are basis for disqualification. Formal communication such as Requests for Clarification and/or information concerning this solicitation should be submitted in writing to the following address:

Fluor Daniel Fernald
Attn: Don Castle (RFP Number F98P132339)
Mail Stop 52-3
P.O. Box 538704
Cincinnati, Ohio 45253-8704
Phone: (513) 648-4405
Fax: (513) 648-3971
E-Mail: donald.castle@fernald.gov

L.4.2

Any explanation desired by prospective contractors regarding the meaning or interpretation of the RFP, drawings, specifications, etc. shall be transmitted in writing. No information concerning this solicitation or requests for clarification will be provided in response to telephone calls. All questions must be submitted in writing. However, no written or facsimile inquires will be answered when requests are received within five working days of the due date of offers as specified in this solicitation. The format of the questions shall follow the sequential numbering of this solicitation's sections and paragraphs and shall state the major paragraph heading.

L.4.3

Clarifications may be made in the form of an amendment to the RFP. If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged. Contractors shall acknowledge receipt of any amendments to this solicitation by 1) signing and returning the amendment, 2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, if provided, 3) by letter or telegram, 4) facsimile, or 5) in proposal transmittal letter. FDF must receive the acknowledgment by the time specified for receipt of offers. FDF reserves the right to update this solicitation by amendment(s) up to the award date.

L.5 Proposal Signature(s)

L.5.1

Each proposal must give the full business address of the contractor and be signed by the contractor with its usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the designation of the person signing.

L.5.2

Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary, or other persons authorized to bind it in the matter.

L.5.3

The name of each person who affixes to their signature the word "President," "Secretary," "Agent," or other designation, without disclosing their principal, may be held to be the individual submitting the proposal. When requested by FDF, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

L.6 Right to Reject Proposals

L.6.1

FDF reserves the right to reject any and all proposals or to make an award to other than the low contractor as may be determined to be in the best interest of FDF.

L.6.2

Proposals may be rejected if they (or any transmittal letter, attachment, form, or paper that is made a part of the proposal), contain any exception, condition, restriction or term: 1) That conflicts in any way with the terms and conditions contained in the RFP or in any addendum thereto; or 2) That, although not in conflict with any specific condition, term or provision of the RFP, introduces a new condition, term or provision which is unacceptable to FDF.

L.7 Late Proposals, Modification of Proposals, or Withdrawal of Proposals

L.7.1

Any proposal received at the FDF office designated in the solicitation after the exact time specified for receipt will not be considered, unless it is received before award is made and:

L.7.1.1

It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of proposals (e.g., a proposal submitted in response to a solicitation requiring receipt of proposals by the 20th of the month must have been mailed by the 15th or earlier);

L.7.1.2

It was sent by mail and it is determined by FDF or the DOE that the late receipt was due solely to mishandling by FDF or the DOE after receipt at the FEMP;

L.7.1.3

Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to FDF, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or

L.7.1.4

It is the only proposal received.

L.7.2

Any modification of a proposal, except a modification resulting from a request for "Best and Final Offer," by FDF is subject to the same conditions as in paragraph L.7.1 above.

L.7.3

A modification resulting from a FDF request for "Best and Final Offer," received after the date and time specified in the request will not be considered unless received before award and the late receipt is due solely to the mishandling by FDF, after receipt at FDF.

L.7.4

To confirm that late receipt of a proposal was due to FDF mishandling, the contractor shall provide the following information.

L.7.4.1

The date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark, both on the envelope or the wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date, or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, contractors should request the postal clerk to place a legible hand cancellation bull's eye "postmark" on the receipt and the envelope or wrapper.

L.7.4.2

The time of receipt at FDF is the time-date stamp on the proposal wrapper or other documentary evidence of receipt maintained by FDF.

L.7.5

The date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service - Post Office to FDF is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to FDF" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in Section L.7.4.1, excluding postmarks of the Canadian Postal Service.

Therefore, contractors shall request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

L.7.6

Notwithstanding paragraph L.7.5 of this provision, a late modification of an otherwise successful proposal which makes its terms more favorable to FDF and the Government will be considered at any time it is received and may be accepted.

L.7.7

Proposals may be withdrawn by written notice or telegram received at any time before award. Proposals may be withdrawn in person by a contractor or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award. The term "telegram" includes mailgrams.

L.8 Proposal Format and Contents

L.8.1

Proposals shall include all data and information required by this solicitation. Each potential contractor may submit proposals for off-site treatment and/or on-site treatment. Each submitted proposal shall be a separate and stand-alone document. Proposals that cross reference from one to the other will be considered non-responsive and will not be evaluated.

L.8.2

The contractor's proposal for the requirements shall be clear, coherent, legible, and prepared in sufficient detail for effective evaluation by FDF. Elaborate documentation, expensive paper or binding, detailed art work, or other embellishments are neither necessary nor wanted. The proposal shall be submitted in accordance with these instructions. The Final Technical and Price Proposal shall provide sufficient information to support a decision to select a qualified contractor to award a contract.

L.8.3

<u>Volumes and Copies.</u> The contractor is advised that the quality of information is significantly more important than quantity. Each section within a volume shall start on a new page. Tabbed dividers are desirable. The proposal shall contain all pertinent information in sufficient detail to permit thorough evaluation. Information requested in the paragraphs below shall be provided in the volumes indicated. FDF requires that an original and fifteen (15) copies of the Technical Proposal and an original and fifteen (15) copies of the FT&PP be submitted.

L.8.3.1

One copy of each proposal shall be clearly marked "ORIGINAL."

L.8.3.2

If information required for proposal evaluation is not found in the section designated for its presentation, it will be assumed to have been omitted from the proposal.

L.8.3.3

FDF will retain or destroy, at its discretion, all copies of proposals from unsuccessful contractors.

L.8.4

Pricing. No pricing shall be included with Technical Proposals.

L.8.5

Binding and Labeling. Each volume of the proposal shall be separately bound in three-ring binders to facilitate subsequent changes provided to FDF during an anticipated negotiation process. A cover sheet shall be on the front cover and the spine of each binder. Specific pages and paragraphs containing proprietary information shall be clearly marked. FDF will treat unidentified pages or paragraphs as nonproprietary information.

L.8.6

Indexing. The proposal shall contain a master Table of Contents for the total proposal. All text pages shall be formatted to include line numbering in the right margin.

L.9 Proposal Requirements

L.9.1 General Requirements

L.9.1.1

Contractors shall provide a complete listing and a full explanation of all exceptions taken to the Statement of Work, or requirements, if any, by paragraph, page, section, and number,

as appropriate, in a separate section of the proposal. If no exceptions are taken, the contractor shall so state (Attachment J.4.14, Agreement to Contract Terms and Conditions/General Provisions acknowledgment form).

L.9.1.2

Contractors shall provide a completed FDF Representations, Certifications and Other Statements of Bidders/Contractors, Form FS-F-4107 M-52B (Rev. 07/19/95) Supply/Services Estimated Greater than $25,000 (Reference Section K of the RFP).

L.9.1.3

RESERVED

L.9.1.4

RESERVED

L.9.1.5

With reference to Section F, the contractor shall submit a completed Table F.3-1, "Performance Schedule," columns E and F, with its proposal.

L.9.2 Technical Proposal Requirements

L.9.2.1

The Technical Proposal shall be specific, detailed, and complete to demonstrate clearly and fully that the prospective contractor has a thorough understanding of the requirements. The Technical Proposal must address the evaluation criteria contained in Section M, and enable FDF personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal meets the requirements of the Statement of Work and other sections of the RFP. The proposal shall include interface descriptions sufficient to describe the contractor's approach and to illustrate clearly the manner in which the contractor shall conduct the work. Phrases such as "standard procedures will be employed" or "well known techniques will be used" are insufficient. The Technical Proposal must demonstrate how the contractor proposes to comply with all requirements,

and it must include a full explanation of the techniques and procedures proposed to be followed.

L.9.2.2

Proposal Submittal Requirements. Based on the contents of the RFP and the Evaluation Criteria described in Section M, the contractor must provide information that meets or exceeds all objectives and requirements.

The contractor is advised to use the proposal as an opportunity to show FDF how its demonstrated experience can be utilized by this project. The term "demonstrated experience" means the contractor must refer to one of the project descriptions, and/or specific resumes of proposed personnel, to illustrate and substantiate the specific experience for each category of operation.

Technical proposals shall be limited to a maximum of 200 single-sided pages (not including table of contents, tabs, schedules, drawings, project histories, safety history and program data, Quality Assurance Program, Contract Financing Plan, and resumes). Paper shall be white 8.5" x 11" industry standard bond. Pages that exceed the page limit will not be evaluated. No material may be incorporated in the proposal by reference as a means to circumvent the page limitation.

Proposals shall be formatted to have a one-inch margin for the left side and a one-half inch margin for the right side, top, and bottom with uniform page numbering. The font shall be no smaller than 11 point. Figures, illustrations, and drawings are exempt from the 11 point font requirement.

The successful contractor shall provide one electronic copy [on 3.5" diskettes, Double Sided, High Density (1.44 MB), DOS formatted] of the Technical Proposal using a word processing software program capable of being converted/read by Corel Word Perfect® (Version 6.1) for Windows® and Lotus 123 for Windows® (Release 5) for all spreadsheets. No other software applications will be accepted. Do not submit electronic copies of the Technical Proposal with your initial proposal. FDF will request an electronic copy of the Technical Proposal from the contractor upon notification it is the successful offeror.

All information provided in either the contractor's on-site treatment or off-site treatment proposal shall be organized and submitted in accordance with the following outline, and shall address as a minimum:

Subsection I. Introduction - Understanding the Statement of Work (SOW)

The introduction to the proposal shall be an overview of how the contractor plans to complete the SOW in Sections C.1-C.8, and Section C.9 if off-site treatment is proposed, in conformance with the specified requirements. The contractor should refer to the Silo 3 Project Flow Diagrams (Figures C.2-1, C.2-2, and C.2-3) for insight and guidance on the overall layout of the work as envisioned by FDF.

This subsection shall demonstrate the contractor's overall understanding of the SOW, including discussion of the complexity of the work programs and the ability to integrate the programmatic elements listed in Section L.9.2.2, subsection II.L.

Contractors should refer to the projects submitted in accordance with Section L.9.2.2, subsection VI below to illustrate how their understanding of the Silo 3 Project has been enhanced by the experience gained on the projects submitted in substantiation of their experience.

Subsection II. Processing and Operating Description

A. Technical Description of Proposed Operating Scheme

This subsection of the proposal shall contain a technical description of the proposed processing scheme and equipment. This description shall include how the proposed waste retrieval, on-site pretreatment and transportation to an off-site treatment facility, if applicable, and on-site or off-site treatment, packaging, interim storage, and other materials handling plans, will meet the contract requirements for the stabilization/solidification of Silo 3 material, and the limits for liquid effluent discharges and air and other emissions.

The following information shall be provided in this subsection:

- **A discussion of how the proposed stabilization/solidification process approach meets the requirements presented in Sections C.6.2 and C.9, as applicable;**
- **Process Flow Diagrams for the primary systems;**
- **Heat and material balances for all primary systems;**
- **Site layout, plot plan, and general arrangement drawings. A description of all proposed facilities, including laydown, staging areas, shipping areas (as applicable), administration, laboratory, changeout facilities, interim storage, and all other required structures;**
- **Discussion of any planned off-site prefabrication and modularization;**

- A description of the pretreatment process and operations, including a description of the methods and approach for conducting dispersion modeling, and pretreatment process control and monitoring (applicable to off-site treatment proposals only);

- Waste formulation and the process control plan used to maintain waste loading and all process control limits within an acceptable operating range;

- Electrical one-line diagram and load summary;

- Description of control system architecture describing the extent of automation;

- System descriptions of all proposed systems, including a discussion of commercial experience with the technology being proposed;

- Time phased estimate of secondary waste generation; and

- A discussion of the contractor's commitment to FEMP waste minimization initiatives by demonstrating, through its proposed design and operations, the incorporation and use of existing equipment; mobile and temporary facilities; use of recyclable and reusable materials; minimization of secondary waste streams; design and use of materials and/or decontamination techniques which promote free release of materials; use of equipment and materials scheduled for shipment to a licensed facility; and minimization of waste identified for disposal at the FEMP On-Site Disposal Facility (OSDF).

B. Capacity of the Proposed Unit Operations

This subsection shall describe the capability of all proposed unit operations to meet the proposed schedule and technical requirements defined in this RFP. The contractor shall discuss the impacts of waste loading, reliability, availability, maintainability, shut-downs, transportation mode, cold weather, attrition of personnel, licenses and/or permits for an off-site treatment facility, if applicable, and other factors on the ability to meet the production requirements. The contractor shall identify the maximum production capacity and the expected production capacity (i.e., its ability to deliver shippable treated product) of its overall system in tons per week and in containers prepared for shipment per week.

C. Preliminary Hazard Categorization

FDF has documented and provided guidance to the contractors for documenting the preliminary hazard categorization of the contractor's proposed facility. The contractor

shall identify the project segments, and shall submit safety basis documentation in accordance with Section J.3.2.3. The contractor shall provide suitable documentation, including draft preliminary hazard analysis, a draft safety basis documentation implementation plan, and draft hazard category calculations that its facility will be designed, constructed, and operated such that it meets one of the hazard categories as defined in Section J.3.2. The contractor shall demonstrate its experience in preparing safety basis documentation.

The contractor shall discuss how each of the following: engineering, design, construction, startup, operations and maintenance of the facilities, training, documentation, conduct of operations, and the Pre-operational Assessment will be conducted in accordance with the contractor's safety basis implementation plan.

D. Compliance With Applicable or Relevant and Appropriate Requirements (ARARs)

The contractor shall provide the plan and strategies for compliance with the ARARs and substantive requirements for this project, as identified in Attachments J.4.1 and J.4.2, respectively, based on the contractor's proposed system. The contractor shall provide a description of plans, equipment, and procedures necessary to mitigate or control air emissions, water and wastewater effluents, noise, dust, and other emissions.

If the contractor proposes to treat the Silo 3 material at an off-site treatment facility, it shall provide all necessary documentation to demonstrate that the contractor possesses, or will obtain and/or modify, all required permits, licenses, and approvals to operate the off-site treatment facility in compliance with the requisite local, state, and federal regulations that would be governing the facility, as well as the CERCLA Off-site Rule, during the time of operations. These regulations may include (but not be limited to) those governing air emissions, wastewater effluents, solid and hazardous waste, radiological controls, nuclear safety, and occupational safety.

E. Sampling and Analysis

The contractor shall prepare a sampling and analysis summary sheet that defines the sampling locations, the frequency of sampling at that location, the analyses planned, and the quality assurance requirements (Section C.6.2.14). The contractor shall also provide its plans for performing analyses, including its analytical facility.

FDF is not interested in a complete definition of all proposed sampling points that the contractor expects to require to control its system operation. FDF is interested in that subset of sampling and analyses to be used to assert compliance with emissions and effluent discharges, and product acceptance requirements. Therefore, the contractor shall

include on the summary sheet all proposed sampling that will be used by the contractor to demonstrate to FDF that:

(1) The untreated Silo 3 material meets the process control parameters for treatment, and pretreatment, if applicable;

(2) The pretreated Silo 3 material meets the acceptance criteria for off-site shipment (Section C.9.6.1 - applies to off-site treatment proposals only);

(3) The treated waste loaded into containers meets the Silo 3 WAC (Section C.6.2.10.3);

(4) The effluents discharged in wastewater, and contaminants discharged in the stormwater, meet the criteria presented in Section C.5.1.1.3.2. For off-site treatment activities, the contractor shall clearly state which requirements are not applicable, and shall identify which local, state, or federal requirements govern the activity at the contractor's off-site treatment facility; and

(5) The emissions discharged to the atmosphere meet the criteria presented in Section C.5.1.1.3.1. For off-site treatment activities, the contractor shall clearly state where the requirements are not applicable, or where local, state, or federal requirements govern the activity.

The contractor shall refer to the submitted Process Flow Diagram to identify sampling points for untreated Silo 3 material, treated waste, and effluent sampling and analysis. Real-time monitoring for emissions shall be utilized by the contractor to the maximum extent practical and feasible technically.

F. Facility Shutdown and Dismantlement

In consideration of the requirements defined in Section C.3.2.4, Section C.7, and, if applicable, Section C.9.7, the contractor shall describe its approach to facility shutdown and dismantlement at its on-site and off-site facilities. The contractor shall discuss any innovation and special advantage that its organization and experience can bring to the facility shutdown and dismantlement process to facilitate the overall operation, including reducing disposal quantities. The contractor shall include a discussion of equipment which it plans to decontaminate for recycling or reuse at another location. The contractor shall also provide an estimate of its total volume and final disposition of equipment, debris, and other waste which must be disposed following facility shutdown and dismantlement.

These quantities will be used by FDF in evaluation of the total project price, in accordance with Section M.5, should the contractor be invited to submit a FT&PP in accordance with Section L.9.3.

The contractor shall discuss the administrative measures and technical process by which the contractor will prevent commingling of the Silo 3 material with other waste streams at the off-site treatment facility (applies to off-site treatment proposals only).

G. Current and New Equipment Inventory

The contractor shall provide an equipment list for all items planned for the execution of this SOW. If the contractor plans to use existing equipment from its current inventory, the contractor shall submit a description and definition of current equipment inventory available for this project and the identification of any necessary design, procurement, fabrication, assembly, modification, alteration, and other requirements necessary to bring this equipment into operation. If new equipment must be designed and fabricated or procured to meet the requirements of this SOW, the contractor should so state. The contractor must identify the maximum dimensions (length, width, and height) of the largest item(s) that will be transported to the FEMP site. The dimensional information will not be evaluated; but, is needed for FDF access road planning purposes. The contractor must provide radiological information as specified in Section J.3.4, if equipment was previously used at a radioactive facility.

H. Procedures Required

The contractor shall submit a listing, with complete descriptions, of all procedures required for engineering, design, construction, start-up, operations, and maintenance of the facilities, as well as those necessary to meet training, documentation, Pre-operational Assessment, and conduct of operations requirements (Section C.5.4.1.1). The contractor shall demonstrate its experience in preparing detailed operating procedures. The contractor should refer to its inventory of projects submitted in Section L.9.2.2, subsection VI of its Technical Proposal to substantiate this demonstration.

I. Utilities

The contractor shall define all utility capacity requirements and energy usage rates for the project production requirements, for on-site activities only. The contractor shall submit its on-site utility requirements and energy usage rates with its proposal.

J. Packaging and Interim Transportation

On-site Treatment Proposals

The contractor shall provide a complete description of the primary Silo 3 treated waste stream and all secondary waste streams generated from the contractor's on-site treatment process. Assuming 3,925 tons of untreated Silo 3 material, the description shall include:

- **The estimated total volume of the treated waste;**
- **The estimated total disposal volume of the packaged treated waste;**
- **The estimated density of the treated waste;**
- **The estimated volume and weight of waste per container; and**
- **The type and quantity of containers required for each waste stream.**

The contractor shall provide a complete description of how it plans to provide interim staging of the treated Silo 3 waste, and transfer to FDF for transportation to a disposal facility.

Off-site Treatment Proposals

The contractor shall provide a complete description of the pretreated Silo 3 material and all secondary waste streams generated from the contractor's on-site pretreatment process. Assuming 3,925 tons of in-situ Silo 3 material, the description shall include:

- **The estimated total volume of the pretreated Silo 3 material;**
- **The estimated density of the pretreated Silo 3 material;**
- **The estimated volume and weight of pretreated Silo 3 material per container; and**
- **The type and quantity of containers required for the pretreated Silo 3 material and each secondary waste stream.**

The contractor shall provide a complete description of how it plans to provide interim staging of the pretreated Silo 3 material, and shipment to its off-site treatment facility.

The contractor shall also provide a complete description of the primary Silo 3 treated waste stream and all secondary waste streams generated from the contractor's off-site treatment facility. Based on the calculated tons of pretreated Silo 3 material, using the estimated total volume and density of pretreated Silo 3 material, the description shall include:

- **The estimated total volume of the treated waste;**
- **The estimated total disposal volume of the packaged treated waste;**

- The estimated density of the treated waste;
- The estimated volume and weight of waste per container; and
- The type and quantity of containers required for each waste stream.

The contractor shall provide a complete description of how it plans to provide interim staging of the treated Silo 3 waste, and transfer to FDF for transportation to a disposal facility.

K. Treatability Testing

The contractor shall describe how its proposed treatment process will stabilize the constituents of concern in the Silo 3 material to meet the technical requirements of this RFP and the Silo 3 WAC. The contractor shall provide its expected waste loading range for treating Silo 3 material and the process control parameters that will be used to ensure proper operation of the treatment system. The contractor shall discuss the methodology for controlling the process parameters. The contractor shall describe the expected reactions that will occur with the constituents of concern and with the other significant radioactive and nonradioactive components of Silo 3 material.

The contractor shall describe the test methodology, test procedures, sampling, and analysis plans that it will use to evaluate and verify its process on a sample of radioactive Silo 3 material per Section L.9.3.3. This treatability testing will represent a single data point to confirm or refine the contractor's treatment process. This test will not be representative of the Silo 3 contents. Therefore, the contractor shall demonstrate how these test results will be used to verify that the contractor's process can stabilize/solidify the entire quantity of Silo 3 material and meet the technical requirements of this RFP and the Silo 3 WAC.

The contractor shall identify the FDF-approved laboratory or laboratories that it intends to use for analyzing the treatability samples (refer to Attachment J.4.77). The contractor shall provide all requested information regarding the testing facility to be utilized to perform the treatability testing. This information shall include, but may not be limited to, the following:

- NRC license showing the ability to accept and handle the treatability samples;
- Shipping address;
- DOT qualified shipping/receiving contact (name, position, phone number);
- Radiation Safety Officer (name, position, phone number); and
- All applicable test site packaging requirements.

L. Programmatic Elements

The contractor shall identify and describe its approach for integrating into the work process the following programs, consistent with the requirements of the Statement of Work:

- **Quality Assurance;**
- **Conduct of Operations;**
- **Maintenance;**
- **Training;**
- **Pre-operational Assessments;**
- **Safety basis documentation, including OSHA;**
- **System Operability Testing;**
- **ALARA;**
- **Radiological protection and engineering;**
- **Multi-union labor force management; and**
- **Transportation of pretreated Silo 3 material (applies to off-site treatment only).**

For off-site treatment proposals the contractor shall identify and describe its approach for conducting these programs, for both on-site and off-site activities. For off-site activities, this shall include a thorough description of how the regulatory, legal, technical, and administrative requirements associated with the handling and possession of Silo 3 material at the off-site facility will be met.

The contractor shall also submit a copy of its approved Quality Assurance Program consistent with the requirements of Attachment J.3.5.

Subsection III. Project Implementation

A. Project Schedule

The contractor shall provide a detailed Critical Path Method (CPM) schedule for the entire project, including a description of how the contractor shall meet applicable schedule and submittal requirements in accordance with Sections C.4.6 and C.4.7. Figure C.4-2 identifies submittal review cycles based upon development of a project schedule by FDF.

The contractor may propose alternative dates consistent with the following:

(1) The contractor may propose alternative dates and durations for two types of activities. First, the contractor may submit alternative dates and/or durations for the activities prior to and including the initial submittal of a document or deliverable to FDF/DOE as a Review Draft. Second, the contractor may propose alternative durations and/or dates for the column entitled "Contr. Finalize Draft" of Figure C.4-2.

The contractor may not propose alternative durations to any other activities shown on Figure C.4-2, including the subsequent contractor activities. The subsequent activities are based on the mandatory EPA review and comment cycle and process; and

(2) Every document indicated in Figure C.4-2 appears in the contractor's schedule.

The contractor may refer to the Model Project Schedule prepared by FDF (Attachment J.4.41) in constructing its alternative schedule. Figure C.4-2, which is derived from the FDF Model Project Schedule, shall be revised and completed by the contractor as necessary based upon the contractor's alternative schedule.

B. Engineering, Design, Construction, and Start-Up

The contractor shall provide a description of the plan for management and control of the detailed engineering and design of the facilities, including a description of the design organization and design experience relevant to this project (Section C.5.1.2.4).

The contractor shall provide a description of the construction program envisioned for the project. The contractor should emphasize any reliance on mobile or preconstructed modular elements and should stress its ability to complete the construction on schedule.

The contractor shall provide a description of how the Quality Assurance Program will be integrated during the engineering, design, construction, and start-up of the facilities. The contractor shall emphasize how it will manage deviations and corrective actions, as well as ensure that all activities are conducted and operated in accordance with the safety basis documentation.

The contractor should demonstrate an innovative approach to performing Pre-operational Assessments, (Section C.5.5) which will facilitate an on-time initiation of operations. The contractor shall demonstrate its understanding of and ability to successfully undergo an Operational Readiness Review (ORR) at a DOE facility.

The contractor shall identify any requirements specified in the SOW for on-site activities that it believes do not apply to the off-site activities. The contractor shall identify substitute requirements per the federal, state, and local regulations and agreements governing the off-site facility. These exceptions will be reviewed by FDF in the contractor's Technical Proposal. If accepted, they will be incorporated into the contract per Section L.11. Otherwise, these exceptions will be noted as deficiencies to be corrected in the contractor's FT&PP, if the contractor is requested to submit an FT&PP.

C. Project Management

The contractor shall describe the approach to the management, tracking, control, and quality assurance during the execution of the project. The contractor is advised to demonstrate its ability to manage a complex project of the size and duration of the subject project of this RFP. The contractor should refer to its inventory of projects submitted in Section L.9.2.2, subsection VI of its proposal to substantiate its demonstration. The contractor is particularly advised to refer to its remedial experience at DOE-owned and operated site(s), where possible. The contractor shall provide an organizational chart indicating its planned organizational structure for this project, showing at a minimum the key personnel identified in Section H.16, for both on-site and off-site activities, as applicable.

D. Supplemental Studies

The contractor shall provide a listing, with a description and schedule for all proposed supplemental field studies, pilot studies, treatability studies, geotechnical engineering and other investigations, which the contractor envisions as requirements for the project.

Subsection IV. Health, Safety and Radiological Protection Capabilities

A. Safety Record

The contractor shall indicate from past project experience, (i.e., from those projects presented by the contractor below in response to Section L.9.2.2, subsection VI of this proposal) the OSHA recordable rates for these projects and shall present copies of its "OSHA 200" logs for these projects for review by FDF. The "OSHA 200" logs are not part of the page count.

The contractor shall provide information as described in Section L.14 and Attachment J.4.22.

B. Special Technical Competence

In this description, the contractor shall refer, as appropriate, to previous experience in operating radioactive and hazardous waste remediation facilities and should discuss:

(1) Operating and maintenance of radioactive and hazardous waste processing facilities;

(2) Waste retrieval and material handling of a highly dispersable waste form;

(3) ALARA compliance programs;

(4) Radiological engineering, monitoring, contamination control, and compliance;

(5) Managing waste contaminated by Thorium, Uranium, and Radon;

(6) Packaging, transportation, and disposal of radioactive and hazardous wastes; and

(7) Any enforcement actions taken against the contractor in the past five years by any federal, state, or local authorities, including qui tam actions, for violations, or suspected violations of environmental laws or regulations. This shall include any Notices of Violation (NOVs), warnings, and other notifications of non-compliance or potential non-compliance.

C. Radiological Control Technician Staffing

The contractor shall review the planned FDF radiological control requirements described in Section J.3.4.1.2 as they pertain to the radiological control that the contractor considers appropriate for the on-site and off-site facilities/operation it proposes. The contractor shall provide a table indicating radiological control staffing requirements, which will be used by FDF to evaluate the contractor's understanding of the radiological control process.

Subsection V. Qualifications, Experience, and Technical Competence of Proposed Personnel

For each proposed staff member/key personnel, the contractor shall provide a one or two page resume concisely identifying the following information in the sequence described below. The contractor shall provide resumes for personnel to fill the positions listed in Section H.16, entitled "Key Personnel."

The following format shall be used to present resume information:

- Name;
- Company affiliation and current position;
- Total number of years experience with this firm and total number of years of relevant experience in radiological and environmental remediation work;

- Education; degree(s), date(s), school(s); and
- Professional registrations.

Specific experience applicable to this project, including:

- Position and roles on each specific project;
- Time of performance on each specific project;
- Roles, responsibilities, and accomplishments; and
- Summary of DOE experience and accomplishments.

The contractor shall identify those projects described in subsection VI below that this individual worked on and the individual's specific role on that project. FDF may use past performance obtained from sources other than that provided by the contractor and such information obtained may be used for its evaluation.

Subsection VI. Qualifications, Experience, and Technical Competence of the Firm -- Projects

Full and complete information shall be presented to sufficiently convey the contractor's qualifications to perform the work required by the SOW to a person presumed to have no knowledge of the contractor. For five similar projects, at least one of which utilized the proposed technology, contractor shall provide the following information in three pages or less:

- Name of project;
- Location of project and performance period on the project;
- Client name, address of client, point of contact, and phone number for the client point of contact;
- Description of work activities and responsibilities, including waste volumes;
- Summary of DOE experience;
- Summary of CERCLA experience;
- Description of the waste form, including the physical, chemical, and radiological characteristics, and the radioactive and hazardous constituents of concern;

- **Discussion of the waste form criteria, the sampling and analysis program used, and how the sampling and analysis program verified that the technology treated the waste form to meet the criteria;**

- **Description of the engineering design; construction (including modular construction); maintenance program; start-up; operation; and removal of all facilities and equipment;**

- **Description of specific applicability of the technology and process to the proposed scope of work;**

- **Health and safety and radiological protection performance, and emergency preparedness requirements;**

- **Description of labor management issues and accomplishments;**

- **Identify the role, responsibility, and period of work of each proposed person in the resumes that worked on this project;**

- **Original proposed cost of the project and final cost of the project;**

- **Discussion of the ability to track, forecast, manage, and control costs; and**

- **Original project execution schedule and actual performance schedule.**

Project descriptions that do not provide the client and project name, location and client point of contact will be considered nonresponsive and will not be assessed as part of the technical evaluation.

FDF may use past performance obtained from sources other than that provided by the contractor and such information obtained may be used for its evaluation.

<u>Subsection VII.</u> **<u>Labor Management and Labor Relations</u>**

The contractor shall submit a description of its recent demonstrated experience with the management of union labor forces. The contractor is advised to refer to its project experience, as presented in Section L.9.2.2, subsection VI to substantiate its experience.

The contractor shall submit a brief description of its proposed labor relations approach for this project considering:

(1) Labor training and management;
(2) Integration of the represented workforce into its operations; and

(3) Workforce transitions.

The contractor shall submit with its proposal a block flow diagram showing the major work elements associated with its proposed operation.

Based on the block flow diagram and the contractor's understanding of the labor arrangements applicable to this contract (i.e., those arrangements are defined in Section C.8 and attachments), the contractor shall submit a Remediation Work Allocation table. Figure C.8-2 should be used by the contractor as a model for fulfilling this requirement.

Based on the block flow diagram (Figure C.1-2) and Remediation Work Allocation table, the contractor shall provide a summary description of its Labor Relations/Workforce Utilization Plan.

The contractor shall provide in its Labor Relations/Workforce Utilization Plan description a firm identification of the numbers and labor categories for Fernald Atomic Trades & Labor Council (FAT&LC) workers required for execution of the work for all shifts and phases of the project. This information shall include the number of FAT&LC workers required, the applicable FAT&LC Job Category and Job Classification for each worker, the planned number and types of work shifts for each FAT&LC worker, the planned overtime for each FAT&LC worker, and utilize a factor of 25 percent for additional personnel due to sickness, training, holidays, vacation, attrition, and absenteeism (Section C.8.3.6). The contractor shall also provide a total staffing profile for all GCBCTC and GCBCTC supervision labor planned for the performance of the work.

If the contractor anticipates working outside of the normal work hours defined in Section C.4.5, it shall provide a discussion of the hours it anticipates working with its proposal.

L.9.2.3

<u>Contractor's Performance Schedule.</u> The contractor shall complete and submit Table F.3-1 (in Section F), Columns E and F, as part of its Technical Proposal (Section L.9.1.5). The successful contractor's Performance Schedule shall be incorporated into the resulting contract in Section F and shall be contractually binding on the parties. Columns C and D of Table F.3-1 reflect FDF's expectation of performance under this contract based on a FDF self-performed design, build, and operate scenario, the Model Project Schedule prepared by FDF (Attachment J.4.41), and the document submittal requirements established in Section C.4.7. Excluding the maximum performance period of 52 months, or as otherwise specified, all other milestones of the Model Project Schedule may be negotiated prior to contract award, based upon the contractor's technical approach and compliance with the SOW. As stated in Section L.1.1, all performance schedules must be realistic.

L.9.3 Final Technical and Price Proposal

L.9.3.1

Following FDF evaluation of Technical Proposals, contractors will be notified whether they are within the technical competitive range. A separate technical competitive range will be established for both on-site and off-site treatment proposals. Contractors whose proposals are within the technical competitive range will be invited to perform treatability testing on a sample of actual Silo 3 material, to be provided by FDF. The contractors within the technical competitive range will also be notified of deficiencies in their Technical Proposals, and/or any other clarifications required, along with the due date for submission of FT&PPs. FT&PPs shall include:

(1) A thorough and complete correction of any deficiencies in the initial proposals noted by FDF;

(2) Treatability testing information required in Section L.9.3.3;

(3) Pricing information required in Section L.9.3.4;

(4) The following information (assuming 3,925 tons of untreated Silo 3 material), which will be used by FDF in evaluation of the total project price, in accordance with Section M.5, and for purposes of back charging, if applicable, in accordance with Section H.58;

- **the contractor's proposed total volume of the treated waste;**
- **the contractor's proposed total disposal volume of the packaged treated waste;**
- **the contractor's proposed density of the treated waste;**
- **the contractor's proposed volume and weight of waste per container; and**
- **the type and quantity of containers required for each waste stream.**

and,

(5) Any other information requested by FDF.

Any oral presentation required by FDF per Section L.9.3.2 is in addition to written FT&PPs.

L.9.3.2 Oral Presentations

FDF may require contractor's whose proposals have been determined to be within the technical competitive range to make oral presentations. The content, format, time, and location of any oral presentation, if required, will be specified in writing by FDF. The purpose of any oral presentation, if required, would be to facilitate understanding by FDF of the contractor's Technical Proposal, how the contractor proposes to correct any noted deficiencies, and the treatability testing conducted by the contractor. The contractor shall use its proposed key personnel specified in Section L.9.2.2, subsection V, to make this presentation, if required. FDF may request specific presenters or limit the number of presenters.

L.9.3.3 Treatability Testing

L.9.3.3.1 General Requirements

The contractor shall perform treatability testing at its own expense. The contractor will be provided with a maximum of one 30-gallon drum of actual Silo 3 material, overpacked in a 55-gallon drum. The sample will not be representative of the entire contents of Silo 3. The contractor shall develop a treatment formula range and Process Control Plan (Section C.6.3.1) that can handle the potential variability of radioactive and nonradioactive constituents in the Silo 3 material. The expected variability in concentrations of the Silo 3 material constituents is represented in the OU4 RI data summary tables found in Attachment J.2. However, any constituent in Silo 3 may be present in significantly lower or higher quantities than shown in the tables. The objective of treatability testing is to ensure the contractor's proposed treatment method will meet the Silo 3 WAC. Testing may also assist the contractor in establishing a waste loading range and process control methods to be used in refining treatment methods and cost estimate. The contractor will receive approximately 30 calendar days to complete these tests and analyses.

Upon receipt of the untreated Silo 3 material from FDF, the contractor shall retrieve a two kilogram (2 kg) sample of the material, from which the contractor shall prepare and submit a one kilogram (1 kg) sample split to FDF. FDF will perform parallel physical analysis and Toxicity Characteristic Leaching Procedure (TCLP) testing of the untreated Silo 3 material and compare results to the contractor's sample split. The contractor shall also schedule a site visit for FDF personnel to observe their treatability testing in progress.

L.9.3.3.2 Treatability Testing Report

The contractor shall develop and submit a treatability testing report as part of its FT&PP. The treatability testing report shall include a detailed description of how the contractor conducted the treatability testing, all the analytical data summarized in tabular format, a hard copy of each page of the original laboratory notebook, amount and type of additives used including chemical description of proprietary additives, identification of constituents in the Silo 3 material that affect the process positively or negatively, test procedures used, observations regarding material behavior during testing, explanations of any unusual or suspect data, and recommendations.

At a minimum, the contractor's treatability testing shall establish the ability of the proposed process to produce a treated waste form which will meet the following parameters of the Silo 3 WAC, utilizing the Silo 3 material provided by FDF. The following will be pass/fail evaluation criteria, in accordance with Section M.3.1:

- **Formation of free liquids (paint filter test, SW-846 Method 9095); and**

- **Leaching of Toxicity Characteristic metals (according to SW-846 Method 1311). Sample digestion for TCLP analysis shall be performed using SW-846 Method 3010A.**

The following items will be evaluated in accordance with Section M.4.1:

- **Process control description for parameters necessary to ensure proper operation of the treatment system;**

- **Demonstration of the lower limits of the contractor's treatment process. Although the ability of the contractor's process to meet TCLP limits will be evaluated on a pass/fail basis, all Silo 3 material provided to the contractor may not exceed toxicity characteristic limits. Therefore, the contractor shall include in its treatability testing a demonstration of the ability of the treatment process to treat Silo 3 material as far below TCLP limits as possible. The contractor shall provide the TCLP results of the stabilized/solidified sample for this demonstration. This information will be used to evaluate the overall ability of the process to reduce the mobility of hazardous constituents; and**

- **Technical explanation of the stabilization process. In this explanation, the contractor shall describe how the treatability test results compared to the results that were anticipated and described in the Technical Proposal (Section L.9.2.2, subsection IIK., "Treatability Testing"). The contractor shall discuss the chemical reactions that occurred to stabilize the constituents of concern, and any differences in the reactions from those anticipated and discussed in the Technical Proposal. The contractor shall also discuss the reactions that**

occurred with the other significant radioactive and nonradioactive components in the material, and any differences in the reactions anticipated and discussed in the Technical Proposal. The contractor shall explain how these test results verify that the contractor's process can stabilize the entire contents of Silo 3, and meet the technical requirements of this RFP and the Silo 3 WAC.

In addition to the above requirements of the Silo 3 WAC, the contractor's treatability testing shall evaluate the following parameters of the treated waste product. This information shall also be included in the contractor's treatability testing report:

- Range of waste loading and volume increase for treated waste, on a dry Silo 3 weight basis;
- Stabilization set time, defined as the time which the treated waste must cure before analyses can be performed to verify that it meets the WAC;
- Density (g/cc); and
- Total concentration (according to appropriate SW-846 methods) in treated waste of Ag, As, Ba, Cd, Cr, Pb, Hg, and Se. Sample digestion for total analyses to be performed using SW-846 Method 3050B.

At a minimum, the contractor's treatability testing shall satisfy the test objectives (i.e., pass the requirements for TCLP for RCRA metals and meet the Silo 3 WAC) and requirements in Attachment J.4.1. If the contractor performs any additional analyses for parameters other than those previously mentioned, that information shall be reported in the contractor's treatability testing report.

L.9.3.3.3 Disposition of Treatability Testing Materials

The contractor shall identify, segregate, and quantify all secondary waste, treated Silo 3 waste samples, and any unused Silo 3 material resulting from its treatability testing.

The contractor shall treat and/or dispose of all the secondary waste generated from its treatability testing in accordance with its NRC License, at its own expense. The contractor shall dispose of any listed waste generated from its treatability testing at its own expense.

Any treated Silo 3 waste samples which exceed characteristics for mixed waste after testing shall be treated by the contractor to eliminate the characteristics, at its own expense, prior to returning the samples to the FEMP.

The contractor shall notify the FDF Contract Administrator in writing, within ten (10) working days of completion of its laboratory testing, of the method of treatment, including all materials/chemicals used in the treatment, and the volume of treated Silo 3 waste samples and unused Silo 3 material to be returned to the FEMP.

Upon receiving written notification from the contractor, FDF technical representatives will work directly with the contractor to prepare the necessary documentation [e.g., preparation of new Material Evaluation Forms (MEFs)] and coordinate arrangements for the return of the treated Silo 3 waste samples and any unused Silo 3 material to the FEMP. The contractor shall be responsible for all packaging and transportation costs associated with the transportation of untreated Silo 3 material, as well as treated Silo 3 waste, to the FEMP. After receiving and accepting the returned waste, FDF will be responsible for the disposal of the waste.

L.9.3.4 Pricing Information

L.9.3.4.1

The FT&PP shall contain all pricing information. Any pricing information submitted in the Technical Proposal shall be disregarded by FDF and shall not be included in the evaluation of proposals. The contractor shall provide with its FT&PP one electronic copy [on 3.5" diskettes, Double Sided, High Density (1.44 MB), DOS formatted] of the pricing information using a spreadsheet software program capable of being converted/read by Lotus 1-2-3 (Release 5) for Windows®.

Potential contractors shall not submit proposals that contain any costs associated with disposal of the treated Silo 3 waste, or any other discussion of waste disposal. If such costs or discussions are received as part of a proposal, FDF will not evaluate this information. Any portion of a proposal which discusses disposal of treated Silo 3 waste will be segregated and returned to the contractor.

L.9.3.4.2

Pricing Instructions. With reference to Section A, the contractor shall submit a completed Solicitation, Offer and Award, Form FS-F-4023 (Rev. 9/16/94) with its FT&PP. The contractor shall provide a basis for the price of each line item in Section B, Table B.2-1, Pricing Schedule. The basis shall consist of an identification of how each price was derived, and shall be provided in sufficient detail as to allow comparison and evaluation by FDF. All prices must be realistic and balanced. FDF may remove from further

consideration any proposals in which prices are unrealistic or unbalanced. All line item amounts shall be summed by the contractor to arrive at the Total Firm Fixed Price for line items 001-009, inclusive.

L.9.3.4.2.1

Line Item 001- Pre-mobilization Phase. The Firm Fixed Price for Line Item 001 shall include all costs attributable to the prosecution of the Statement of Work sections specified in Table B.2-1.

L.9.3.4.2.2

Pre-operational Phase Option Items, Line Items 002, 003, and 004. The Total Firm Fixed Price for these option items shall include all costs attributable to the prosecution of the Statement of Work sections specified in Table B.2-1.

L.9.3.4.2.3

Operational Phase Option Items. The Firm Fixed Unit Prices for line items 005, 005A, 006, and 006A shall include all costs attributable to the prosecution of the Statement of Work sections specified in Table B.2-1. The unit prices must be realistic and include allocation of overhead, profit, facility maintenance, and disposal containers. The Firm Fixed Price for line items 007 and 007A shall include all costs attributable to the prosecution of the Statement of Work sections specified in Table B.2-1.

L.9.3.4.2.4

Facility Shutdown, Dismantlement, and Demobilization Phase Option Items. The Firm Fixed Price for line item 008 shall include all costs attributable to the prosecution of the Statement of Work sections specified in Table B.2-1. The Firm Fixed Price for line item 009 shall include those costs attributable only to the actual demobilization, per the Statement of Work section specified in Table B.2-1.

L.9.3.4.3

Contractor's Equipment Depreciation Schedule. The contractor shall submit an equipment depreciation schedule, including time frames and dollar values, for all waste retrieval, material handling, pretreatment (if applicable), processing, and packaging equipment to be used in the prosecution of the contract work at the FEMP site. The successful contractor's equipment depreciation schedule shall be incorporated into the resulting contract as Attachment J.4.40.

L.9.3.4.4

Bonding Capability. See Paragraph L.18 entitled "Contract Award and Bonds" and Paragraph L.19 entitled "Bid Guarantee," (Reference Section H.51, entitled "Performance and Payment Bonds").

L.9.3.4.5

Disposal Container Pricing. The contractor shall include with its FT&PP the cost (without mark-ups) of the contractor-provided Silo 3 treated waste disposal containers. This breakout is for informational purposes; the contract price of these containers shall be included in the operational phase option items (Section L.9.3.4.2.3).

L.9.3.4.6

Other Required Pricing Data. Pricing for labor usage will be included in the contractor's total price evaluation (Section M.5). In addition to completing Section B, Table B.2-1, "Pricing Schedule" (also see Section L.9.3.4), the contractor shall complete Table L.9.3.4.6-1 below. The cost column shall reflect total costs for the entire performance period for both on-site and off-site treatment proposals (i.e., from contract award date through end of contract).

Table L.9.3.4.6-1 Evaluation Pricing Schedule

DESCRIPTION	REFERENCE	COSTS ($)	
		On-site Treatment	Off-site Treatment
Total of Line Items 001-009, inclusive	Section B, Table B.2-1, "Pricing Schedule;" Section M.5.1		
Total FAT&LC labor costs	Section C.8; Section H.58; Section M.5.1		
	TOTAL PRICE:		

L.9.3.4.6.1

Labor Pricing. The contractor shall submit labor pricing with its FT&PP, reference Section L.9.2.2, subsection VII, entitled "Labor Management and Labor Relations" and Section H.58, entitled "Back Charges." The contractor shall price the labor in accordance with the contractor's Workforce Utilization Plan. The contractor shall utilize the average burdened FAT&LC labor rates provided in Table L.9.3.4.6-2 in calculating total FAT&LC labor costs.

The contractor should refer to Attachment J.4.7 for information on shift differential and overtime pay, if necessary. The total priced FAT&LC labor costs will be added to the contractor's total contract price (i.e., the sum of Section B, Line Items 001-009).

Table L.9.3.4.6-2 FAT&LC Labor Rates to Be Used by Contractor for FAT&LC Labor Pricing

PERFORMANCE PERIOD	AVERAGE FAT&LC LABOR RATE (DOLLARS/HOUR)
01 October 1999 through 30 September 2000	$22.78
01 October 2000 through 30 September 2001	$23.57
01 October 2001 through 30 September 2002	$24.39
01 October 2002 through 30 September 2003	$25.24

L.9.3.4.7 Financial Resources and Capability

L.9.3.4.7.1

The contractor shall provide financial statements sufficient to demonstrate that the contractor has the necessary financial resources and capability to perform the contract. The contractor shall provide a discussion of its ability to fund or finance the capital investment required in performance of the contract, including a copy of the most recent 10-K and annual report. The opinion of the contractor's independent auditor shall accompany the financial statements. Also, the contractor shall provide its Dun & Bradstreet LTD. (DUNS) number. FDF reserves the right to obtain additional financial information to determine financial capability and responsibility. Failure of the contractor to demonstrate financial responsibility shall make the contractor ineligible for award.

L.9.3.4.7.2

The contractor shall provide a Contract Financing Plan which includes, as a minimum, a complete description of available capital resources, contractor-financed capital recovery schedule, and cash-flow forecasts for the duration of this project. This financial information shall be consistent with Section B of this solicitation (Price Schedule). The Plan shall demonstrate that sufficient financial resources are available to successfully perform the contract. The Plan shall include any team member(s) financial resources committed to this project and any signed credit agreement(s), including lines of credit, between the contractor and the lender(s) for the specific purpose of financing this project if applicable, and/or any plan for issuance of financial offerings to the public or institutional investors or any other approach to finance this project.

L.9.3.4.7.3

The contractor shall state whether it is: (I) A publicly traded company; (II) a privately held company; or, (III) neither I nor II above.

L.10 Proposal Evaluation

L.10.1 Evaluation Factors

L.10.1.1

Technical proposals and FT&PPs shall be reviewed in accordance with the evaluation criteria listed in Section M, and analyzed by FDF's technical personnel for adherence to the SOW and compliance with the specifications.

L.10.1.2

Proposals which are unrealistic in terms of technical content will be deemed to indicate an inherent lack of technical competence, or failure to comprehend the complexity and risks of the agreement requirements, and may be rejected.

L.11 Incorporation of Technical Proposal

Selected portions of the successful contractor's Technical Proposal may be incorporated into the resulting contract as an attachment in Attachment J.4.92 and, if incorporated, shall be contractually binding on the parties. If the successful contractor's proposal is for off-site treatment, the portion of the contractor's proposal which provides the description and requirements for activities conducted at the off-site facility will be incorporated into the contract. Notwithstanding the above, in the event of conflict or ambiguity, nothing in the contractor's Technical Proposal will be deemed to change or take precedence over any requirement set out elsewhere in the contract. After contract award, any request to change the provisions of the Technical Proposal shall be made in writing to the designated FDF official and shall not be implemented unless approved in writing by the authorized FDF official.

L.12 Parent or Affiliate of Fluor Daniel Fernald or Fluor Daniel Fernald Teaming Partners

The contractor is cautioned that if its company is the Parent, a Division, an Affiliate, or any other Fluor Daniel controlled source or FDF Teaming Partner, proposals will not be accepted or reviewed.

Note: The Teaming Partners are: Jacobs Engineering Group
NUS Halliburton
NFS - Ecotek

L.13 Submission of Certified Current Cost or Pricing Data

In the event that only one proposal is received as a result of this solicitation, or a contract cannot be awarded based on competition, it will be necessary for FDF to enter into negotiations with the firm offering the sole proposal. Therefore, contractors may be required to submit Certified Current Cost or Pricing data with their proposals. Should cost or pricing data be required, the contractor shall provide current, complete, and accurate cost or pricing data on a Standard Form 1411, in accordance with FAR 15.804-6. A Standard Form 1411 will be provided when, and if, it becomes necessary.

L.14 Safety Performance Information

L.14.1

Contractors and their subcontractors shall have a record of good safety performance to be determined responsible and, therefore, eligible for any contract award on projects managed by FDF at the FEMP in Fernald, Ohio.

L.14.2

In order to assist FDF in determining responsibility, the contractor shall complete the Safety History and Program Data Form (Attachment J.4.22) and submit it with its proposal. The contractor shall also submit with its proposal a Safety History and Program Data Form for each subcontractor it intends to use on the FDF site in performance of any contract resulting from this solicitation. FDF will review the information and determine the contractor's eligibility for award.

L.14.3

To be considered responsive, the contractor must be able to demonstrate to the satisfaction of FDF that it has a record of safe work performance as demonstrated by current interstate workers compensation insurance experience modification rate (EMR) of less than or equal to 1.00; or the trend for the past three years is downward and none of the past three years had an interstate EMR greater than 1.15; or for contractors that are too small, too new or self-insured, has an OSHA recordable incident rate of less than or equal to ten (10) injuries and illnesses per 200,000 man hours for the past calendar year.

L.14.4

Contractors that cannot meet the safety rates or special criteria described in paragraph L.14.3 above will be considered non-responsive, and removed from further consideration as discussed in Section M. Nevertheless, any contractor that desires to submit a proposal may do so on the following conditions:

L.14.4.1

Include a narrative statement as to the reason(s) for not being able to meet the criteria and request FDF consideration of any special circumstances that relate to its rating.

L.14.4.2

FDF will evaluate the contractor's request for special consideration and acceptability of the proposal.

L.14.4.3

By submission of its proposal, the contractor agrees that the FDF evaluation and decision as to acceptability and responsibility for this solicitation is final and is not subject to discussions, of any type, between FDF and the contractor and is not subject to any appeal or dispute.

L.15 Conference and Tour

L.15.1

A preproposal tour and conference will be held at the time and place listed below, to tour the work area, review the solicitation, and answer any questions with respect to the project. Persons attending the preproposal tour will be required to view a twelve minute orientation video tape prior to visiting the work area. Preproposal conference and tour attendance will be limited to three (3) persons per prime contractor.

DATES: May 27 & 28, 1998
TIME: 9:00 a.m. on May 27
PLACE: Alpha Building, Room D, 10967 Hamilton Cleves Hwy, Harrison, OH

L.15.2

The following information must be provided to the cognizant Contracts Administrator at least two working days prior to the scheduled preproposal tour/conference to allow access to the site for each attendee:

L.15.2.1

Name [first (no nicknames), middle initial, last]

L.15.2.2

Social Security Number

L.15.2.3

Date of birth

L.15.2.4

Complete company name, address, and telephone number

L.15.2.5

Emergency contact and telephone number

L.15.2.6

Complete home address

L.15.3

Persons wishing to tour the work area must possess U.S. citizenship and a positive method of identification (e.g., valid drivers license with picture).

L.15.4

Contractors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L.16 Pre-award Survey

L.16.1

FDF may conduct a pre-award survey of any contractor under consideration to confirm any part of the information furnished by the contractor, or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by FDF to be necessary for the successful performance of the contract.

L.16.2

Contractors must affirmatively demonstrate their responsibility, and when necessary, the responsibility of their proposed subcontractors. Each contractor should be prepared to present evidence:

L.16.2.1

To demonstrate the contractor's financial capability to undertake this award (adequate financial resources).

L.16.2.2

Showing experience and abilities of people to be directly responsible for performance of this contract, including as applicable, subcontractor and/or affiliate personnel. Contractors should be prepared to submit resumes showing experience and abilities of such persons in setting up and directing similar work, including performing the required testing and quality assurance functions. Personnel should also be made available for interviews as deemed appropriate by FDF.

L.16.2.3

Relating to proposed plant and equipment (facilities and production). NOTE: Where a prospective contractor plans to use the facilities or equipment of another concern, the proposed business arrangements, firm or contingent, for the use of such facilities or equipment shall be fully detailed.

L.16.2.4

That it is able to comply with the specified performance schedule.

L.16.2.5

That it has satisfactory understanding of the scope of work.

L.16.2.6

Demonstrating how the contractor will meet the period of performance, including milestones required by the contract. A preliminary schedule will be required for this criteria.

L.16.2.7

Demonstrating its understanding of the scope of this contract by submitting a breakdown showing a contract value for each pay item for comparison to the FDF estimate.

L.16.3 Pre-award Quality Assurance Survey

Representatives from, but not limited to, FDF Quality Assurance, FDF Silo 3 Project, and FDF Acquisitions may conduct a Pre-Award Quality Assurance Survey to verify the successful contractor's and its subcontractors' compliance with this solicitation's requirements. Such an evaluation may include, but will not necessarily be limited to, an inspection of procedures, management control systems (financial, quality assurance and schedule), and laboratory procedures and facilities. This survey could be conducted at the contractor's facility or conducted as a review of appropriate documents, past performance, previous FDF surveys, surveys performed by other DOE sites, etc. The method of surveying is at the discretion of FDF. The conduct of such a survey does not constitute a commitment by FDF to award any contract to the contractor. Failure by the contractor to successfully demonstrate its ability to comply with the requirements of this solicitation will result in the contractor being considered nonresponsive and removed from further consideration.

L.17 Errors in Proposals

Contractors or their authorized agents are expected to examine the site, drawings, specifications, schedules, and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the contractor's own risk, and it cannot secure relief on the plea of error in the proposal.

L.18 Contract Award and Bonds

L.18.1

The contractor to whom an award is made must, when required, enter into a written contract for the work on this project as covered in drawings and specifications and associated documents, with satisfactory security in the amount required within the period specified in Section H.51, entitled "Performance and Payment Bonds."

L.18.2

A Performance Bond, FS-F-796, and a Payment Bond, Form FS-F-797, shall be furnished by the successful contractor in accordance with Section H.51, entitled "Performance and Payment Bonds."

L.19 Bid Guarantee

L.19.1

The contractor shall provide a bid guarantee with its FT&PP. The amount of the bid guarantee shall be not less than 20% of the total proposed price but shall not exceed $3,000,000.00. Attachment J.4.15, included in Attachment J, is a Bid Bond Form FS-F-678 which can be utilized to fulfill the bid guarantee requirements.

L.19.2

Failure to furnish a bid guarantee in the proper form and amount by the time set for receipt of bids may be cause for rejection of the bids.

L.19.3

The bid guarantee shall be in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful contractors as soon as practicable after the opening of proposals, and (b) to the successful contractor upon execution of such further contractual documents, and bonds (including any necessary coinsurance or reinsurance agreements) as may be required by the proposal as accepted. Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations as set forth therein.

L.19.4

If the successful contractor, upon acceptance of its proposal by FDF within the period specified therein for acceptance (240 calendar days if no period is specified in block 10 of the Solicitation, Offer and Award Form, Page 1), fails to execute such further contractual documents, if any, and give such bond(s) (including any necessary coinsurance or reinsurance agreements) as may be required by the terms of the solicitation as accepted within the time specified, (ten days if no period is specified) its contract may be terminated for default. In such event, it shall be liable for any cost of procuring the work that

exceeds the amount of its proposal, and the bid guarantee shall be available toward offsetting such difference.

L.20 Contractor Protest

The General Accounting Office (GAO) will not consider a protest of the award or proposed award of an agency contract except where the agency has requested in writing that the contract protest be decided by the GAO. Further, the DOE has advised FDF that the DOE will not act upon any contract protest for the award resulting from the affected solicitation. Any complaints regarding award of this solicitation should be formally filed in writing with the cognizant FDF Contract Administrator.

L.21 Definitions

As used throughout this solicitation and all enclosures and attachments, the terms "Contractor," "Proposer," "Bidder," "Firm," " Seller," and "Offeror" shall mean the firm/individual submitting a proposal pursuant to this solicitation. The terms "Purchase Order," or "Contract" shall mean the document entered into by the successful Contractor and FDF.

L.22 Standard Industrial Classification Code and Small Business Size Standard

The standard industrial classification (SIC) code for this acquisition is 4953. The small business dollar standard is $6,000,000 in accordance with Federal Acquisition Regulation (FAR) Part 19.

L.23 Treatment of Proposal Information

L.23.1

Proposals may include technical data and other data, including trade secrets and/or privileged or confidential commercial or financial information, that contractors do not want disclosed to the public or used by FDF or the Government for any purpose other than proposal evaluation. To protect such data, contractors must specifically identify each page, including each line or paragraph thereof, containing the data to be protected and mark the cover sheet of the proposal with the notice stated in subparagraph L.23.3 below.

L.23.2

"Proprietary Data" as defined in DOE Acquisition Regulation (DEAR) 927.401 is technical data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of substances, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data: (1) are not generally known or available under other sources without obligation concerning their confidentiality; (2) have not been made available by the owner to others without obligation concerning their confidentiality; and (3) are not already available to the Government without obligation concerning their confidentiality. A contractor who receives a contract award shall mark the data identified as proprietary by specifying the appropriate proposal page numbers to be inserted in the Rights to Proposal Data clause below. Subject to the concurrence of FDF, information unrelated to the subject may be deleted from the proposal by the contractor. The responsibility, however, of identifying technical data as proprietary, or deleting it as unrelated, rests with the prospective contractor.

L.23.3

The following clause shall be included in any contract based on a proposal. This clause is intended to apply only to technical data and not to other data, such as privileged or confidential commercial or financial information.

> **RIGHTS TO PROPOSAL DATA (Apr 1984)**
>
> **Except for technical data contained in page(s) ____ of the Contractor's proposal dated _____, which are asserted by the Contractor as being proprietary data, it is agreed that as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, FDF and the Government shall have the right to use, duplicate, and disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is being based.**

L.24 Availability of Funds

Funding for this contract is not available at this time. No legal liability on the part of FDF for any payment may arise until this contract is awarded.

L.25 Special Notes

Sections K, L, and M will be physically removed from any resultant award.

L.26 Availability of Attachments

Attachments J.4.3 - J.4.97 of this RFP are available at the FDF Internet home page, www.fernald.gov, and also in the Public Environmental information Center (PEIC) located in the Delta Building at 10967 Hamilton-Cleves Road, Ross, Ohio. Many other technical and regulatory documents related to Operable Unit 4 and Silo 3 are also available in the PEIC. Interested parties should make arrangements to inspect or make their own copies of the Attachments during regular PEIC operating hours. The PEIC is open Monday, 7:30 a.m. to 7:00 p.m.; Tuesday - Thursday, 7:30 a.m. to 5:00 p.m.; and Friday, 7:30 a.m. to 4:30 p.m. For more information regarding the PEIC please call 513-648-7480. Updated versions of the attachments will be available at the FDF Internet home page, and also in the PEIC reading room for inspection and copying.